Special Terms and Conditions for Chain of Custody (COC) and Forest Management (FM) Certifications

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1 General

- All prices are exclusive of travel, accommodation and related expenses. All such expenses will be charged at cost.
- The certification fees are shown based on our current rates and will be reviewed annually. Any increase will be notified in writing prior to any work subject to an increased fee being undertaken.
- The annual certification fee is invoiced following issue of your certificate and annually thereafter.
- The annual certification fee is non-refundable.
- Additional fees shall be charged for services that are not included in the proposal, and are required by the accreditation body or the standard setting organization (FSC, PEFC etc.). Examples of such operations are: transaction verification, verification of results from fibre testing, follow-up on incidents and complaints.
- External fees like FSC Accreditation Administration Fee (AAF) and PEFC Notification Fee are additionally collected according to the applicable fee policy of the scheme owner at the time and the fee class, which apply to the certificate holder.
- Charges may be made for cancellations and re-scheduling of confirmed visit dates.
- All outstanding invoices must be paid in full prior to issue of a certificate.
- This proposal is valid for 90 days.

We recommend you review SGS Terms and Conditions for Certification Services and Code of Practice (see www.sgs.com/en/terms-and-conditions.aspx). These set out in some detail how SGS approaches certification and together with this proposal will form part or our eventual certification agreement. In the event of any discrepancy between this offer and SGS Terms and Conditions for certification services arise, the terms of this offer shall prevail.

2 Special Terms and Conditions for PEFC Certifications

Current versions of all PEFC scheme documents can be obtained from www.pefc.org.

Once a PEFC certificate is issued your company is responsible to contact the relevant PEFC office to obtain a PEFC license contract directly from the PEFC office.

SGS is obliged to provide information about the PEFC-certification to the PEFC Council and/or a PEFC National Governing Bodies as described in the publicly available PEFC Normative Framework. Particularly SGS will have to inform PEFC about substantiated claims of noncompliance with certification requirements, or complaints against certificate holders.

The SGS Accredited Office for this service is:SGS Société Générale de Surveillance SA, Zugerstrasse 57, CH-6340 Baar, Switzerland. The Certification is provided under Accreditation of SAS (Swiss Accreditation Services). For more information about our accreditations and licenses, please consult www.sgs.com/forestryaccreditations.

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3 Special Terms and conditions for FSC Certifications

Current versions of all FSC scheme documents can be obtained from www.fsc.org.

By entering into a contract with SGS, the company [also referred to as the "client"] shall:

- conform with all applicable certification requirements;
- hold a valid "License Agreement for the FSC Certification Scheme" for the duration of the certificate;
- making claims regarding certification consistent with the scope of certification and not making any claims of conformity (or near conformity) with FSC certification requirements until and unless certification is granted;
- disclose current or previous applications or certifications with FSC and/or other forestry certification schemes in the last five years;
- agree to the evaluations at the required intervals, including SGS's right to carry out unannounced evaluations;
- agree to ASI compliance assessments and to close any identified findings within the specified timeline;
- agree, that specified information is published, as indicated in the applicable FSC requirements;
- consider the participation of observers as specified in FSC-PRO-01-017;
- agree, that a complaint is first handled according to SGS's dispute resolution procedure and if not resolved referred to ASI and ultimately to FSC, in case of disagreement with evaluation results related to FSC normative requirements;
- not use its certification in such a manner as to bring SGS, FSC or ASI into disrepute;
- agree, that in case of reduction, suspension or withdrawal of the scope of SGS's FSC accreditation, the affected organization(s) has six (6) months to find a new certification body:
    - the certification of the affected organization(s) will be terminated by SGS after six (6) months from the date of reduction, suspension or withdrawal of the respective scope of FSC accreditation unless the affected certification is transferred to an accepting certification body or expired;
    - in the absence of SGS action to terminate the certification, FSC reserves the right to declare the certification of the affected organization as terminated.
- agree, that SGS has the right to delay or postpone its decision on certification, in order to take account of new or additional information which has not already been considered in its evaluation report and which, in the sole opinion of SGS, could affect the outcome of its evaluation;
- agree, that SGS shall not be obliged to grant or maintain certification, if activities of the organization conflict with the obligations of SGS as specified in its contract with ASI, or which, in the sole opinion of SGS, reflect badly on the good name of SGS;
- agree, that SGS and FSC have the right to revise the certification requirements within the period of validity of the certification, including the revision of costs and fees;
- agree, that SGS has the right to access records related to non-FSC materials and products when this information is relevant to confirm organizations' conformity with the applicable certification requirements;
- agree, that SGS, FSC and ASI have the right to access confidential information, examine documentation deemed necessary, and access to the relevant equipment, location(s), area(s), personnel, and bodies providing outsourced services to the organization, in particular:
    - access to any relevant documents, records, information, data;
    - assistance of any reasonable kind (e.g. arrange transport);
    - access to its premises, locations, and/or equipment;
    - access to the relevant knowledge of its directors, employees and/or other personnel involved in the certification activities carried out under this Agreement, in written or oral form;
    - access to the aforementioned persons for the purpose of interviews.

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- agree, that SGS has the right to use information, which is brought to its attention, to follow up on misuses of the FSC trademarks and of the intellectual property rights held by FSC;
- acknowledge the title of the FSC's intellectual property rights and that FSC retains full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the organization to use or cause to be used any of the intellectual property rights;
- agree, that SGS has the right to suspend and/or withdraw the certification with immediate effect if, in the sole opinion of SGS, the organization is not in conformity with the requirements specified for the maintenance of certification;
- meet the following obligations on suspension or withdrawal of certification:
    - immediately cease to make any use of FSC trademarks, or to sell any products previously labelled or marked using the FSC trademarks, or to make any claims that imply that they conform with the requirements for certification;
    - identify and inform all existing certified customers, of the suspension or withdrawal in writing within three (3) days of the suspension or withdrawal, and maintain records. Certified customers include the customers who a) have bought certified material; b) placed an order for certified products.
    - cooperate with SGS and with FSC to allow SGS or FSC to confirm that these obligations have been met.
- meet the following additional obligations on withdrawal of certification:
    - return the certificate to SGS or destroy the original, and commit to destroy any electronic copies and printed copies in their possession;
    - at its own expense remove all uses of FSC's name, initials, logo, certification mark or trademarks from its products, documents, advertising or marketing materials.
- note that, SGS may suspend a certificate for a limited period as mentioned in the SGS Code of Practice and in case of five new major non-conformities are raised during a single surveillance visit;
- keep a record of all complaints made known to it relating to conformity with certification requirements and make these records available to SGS when requested, and take appropriate action with respect to such complaints and any deficiencies found in products that affect conformity with FSC certification requirements; document the actions taken;
- note that, SGS may withdraw a certificate as mentioned in the SGS Code of Practice and in the case that SGS is not able to perform its assessments as required by the accreditation standards.

The Certification is provided under Accreditation of ASI (Assurance Services International). For more information about our accreditations and licenses, please consult www.sgs.com/forestryaccreditations.

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4 Special Terms and Conditions for FSC Forest Management Certifications

With reference to Forest Management evaluations, the following needs to be noted:

- The fees quoted above for a forest management Pre-Evaluation are firm on the basis of the information provided in your questionnaire.
- The fees quoted for the Main Evaluation may be modified as a result of finding of the pre-Evaluation. This may be because of the need for a different evaluation team structure or the time that we need to spend on preparation or the field evaluation. Should there be any such variation we will provide a modified quotation when we send you the Pre-Evaluation report.
- If, during the desk study, stakeholder consultation, the first Main Evaluation or subsequent Surveillance visits, we detect any deficiencies that require remedying and subsequent re-evaluation, we will charge any additional time for this at our current daily rate plus expenses.
- SGS may suspend a certificate for a limited period in case of two similar major non-conformities are raised during the life cycle of the certificate.

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When you need to be sure

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